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In the United States Patent and Trademark Office

Applicant:	Werner Franz Wilhelm Lonsky et	Docket	18,693.1
Serial No.:	10/729,470	Group:	1774
Confirmation No:	1301	Examiner:	Unknown
Filed:	December 5, 2003	Date:	May 13, 2004

For: YELLOWING PREVENTION OF
CELLULOSE-BASED
CONSUMER PRODUCTS

**Request For Reconsideration Of Petition
Under 37 C.F.R. 1.47(a)**

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Pursuant to 37 C.F.R. 1.47(a), Applicants hereby request reconsideration of the decision issued March 18 refusing status of the December 10, 2003 Petition For Filing By Other Than All The Inventors.

The name and last-known address of the co-inventor refusing to join in this application are as follows:

William Hung Nguyen
1801 W. Pershing, #615
Appleton, WI 54914

The Decision indicated a deficiency in proof that the non-signing inventor cannot be reached, notwithstanding diligent effort, or refuses to sign the oath or declaration after having been presented with the application papers (specification, claims and drawings). A new Affidavit is attached providing proof of the pertinent facts concerning the refusal of co-inventor Nguyen to join in the present application for patent.

The Decision also indicated a deficiency in the Declaration in that it contained non-initialed and/or non-dated alterations in the signature block for joint inventor Werner Lonsky. A new oath signed by joint inventor Werner Lonsky is attached.

05/18/2004 SLUANG1 00000077 110875 10729470

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In accordance with 37 C.F.R. 1.17(i), please charge the Petition fee of \$130.00 to Kimberly-Clark Worldwide, Inc. Deposit Account No. 11-0875. This Petition is submitted in duplicate. Please charge any other prosecutorial fees which are due to Kimberly-Clark Worldwide, Inc. deposit account number 11-0875.

The undersigned may be reached at (920) 721-7671.

Respectfully submitted,

WERNER FRANZ WILHELM LONSKY ET AL.

By: 

Patricia A. Charlier

Registration No.: 38,840

CERTIFICATE OF MAILING

I, Judy Garot, hereby certify that on May 13, 2004 this document is being deposited with the United States Postal Service as first-class mail, postage prepaid, in an envelope addressed to: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

By: 

Judy Garot



In the United States Patent and Trademark Office

Applicants: Werner Franz Wilhelm Lonsky et al. Docket No.: 18,693.1
Serial No.: 10/729,470 Group: Unknown
Confirmation No: Unknown Examiner: Unknown
Filed: December 5, 2003
For: YELLOWING PREVENTION OF CELLULOSE-BASED CONSUMER PRODUCTS Date: December 5, 2003

**Combined Declaration and Power of Attorney
Continuation-In-Part Patent Application
Joint Inventors**

Mail Stop Patent Application
Commissioner For Patents
P.O. Box 1450
Alexandria, VA 22313-1450

CUSTOMER
NUMBER
23556

Sir:

As the below-named inventors, we hereby declare that:

Our respective residence addresses, post office addresses and citizenship designations are as stated below, next to our names.

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought in the patent application entitled:

YELLOWING PREVENTION OF CELLULOSE-BASED CONSUMER PRODUCTS

the specification of which was filed December 5, 2003 and assigned U.S.S.N. 10/729,470.

We hereby state that each of us has reviewed and understands the contents of the above-identified specification, including the claims and any accompanying drawings, as amended by any amendment specifically referred to in the oath or declaration

We acknowledge our duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, section 1.56.

We further acknowledge our duty to disclose information which is material to the examination of this application and which became available between the filing date of prior application serial number 10/315,697 and the national or PCT international filing date of the present continuation-in-part application.

As the named inventors, we hereby appoint the attorney and/or agents associated with Customer Number 23556 to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

We direct that all correspondence be addressed to the correspondence address associated with Customer Number 23556.

Our representative may be reached at: (920) 721-7671.

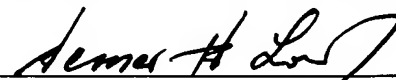
We hereby declare that:

1. All statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and
2. These statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issued thereon.

First Named Inventor's Full Name:

Werner Franz Wilhelm Lonsky

First Named Inventor's Signature:



Date of Execution of this Document by First Named Inventor:

Date: May 06 - 2004

First Named Inventor's Country of Citizenship:

Austria

First Named Inventor's Residence Address:

34 Crestview Court
Appleton, WI 54915

First Named Inventor's Post Office Address:

Same as Residence Address

Second Named Inventor's Full Name:

William Hung Nguyen

Second Named Inventor's Signature:

Date of Execution of this Document by Second Named Inventor:

Date: _____

Second Named Inventor's Country of Citizenship:

United States of America

Second Named Inventor's Residence Address:

2302 Southwood Drive, #6
Appleton, WI 54915

Second Named Inventor's Post Office Address:

Same as Residence Address

Third Named Inventor's Full Name:

Kevin Bradley Sartain

Third Named Inventor's Signature:

Date of Execution of this Document by Third Named Inventor:

Date: _____

Third Named Inventor's Country of Citizenship:

United States of America

Third Named Inventor's Residence Address:

608 E. Albuquerque Street
Broken Arrow, OK 74011

Third Named Inventor's Post Office Address:

Same as Residence Address



In the United States Patent and Trademark Office

Applicants: W. F. Lonsky et al.

Docket 18,693.1

Serial No.: 10/729,470

Group: 1774

Confirmation No: 1301

Examiner: Unknown

Filed: December 5, 2003

Date: May 13, 2004

For: YELLOWING PREVENTION OF
CELLULOSE-BASED
CONSUMER PRODUCTS

Commissioner For Patents
P.O. Box 1450
Arlington, VA 22313-1450

AFFIDAVIT OF JUDY L. GAROT

STATE OF WISCONSIN).

) SS.

COUNTY OF WINNEBAGO)


Judy L. Garot, being duly sworn, and having personal knowledge of the facts set forth herein, hereby deposes and says that:

1. I am employed by Kimberly-Clark Worldwide, Inc., 401 North Lake Street, Neenah, WI 54956 as an administrative assistant in the Legal Department/Patents and have been employed by Kimberly-Clark Worldwide, Inc. since December 27, 1978. I am currently assigned as assistant to Patricia A. Charlier, the attorney prosecuting the above-referenced application.
2. As part of my duties, I prepare the paperwork to accompany the patent applications filed by Ms. Charlier and work with the inventors of the applications to obtain their signatures on the required documents.

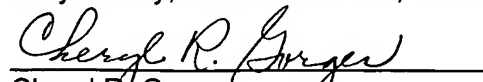
3. The above-referenced application is a continuation-in-part of U.S.S.N. 10/315,697 and also claims priority to provisional application U.S.S.N. 60/479,719 filed June 18, 2003. In July of 2003, I contacted the three named inventors, Werner Franz Wilhelm Lonsky, William Hung Nguyen and Kevin Bradley Sartain and obtained their signatures on an Assignment to Kimberly-Clark Worldwide, Inc. which was recorded on July 30, 2003 at Reel 013842 and Frame 0006. A true and correct copy is enclosed as Exhibit A. I also obtained their signatures on a Combined Declaration and Power of Attorney - Provisional U.S. Patent Application. A true and correct copy of that document is enclosed as Exhibit B.
4. At the time the provisional application was filed on June 18, 2003, Messrs. Lonsky, Nguyen and Sartain were all employed by Kimberly-Clark Worldwide, Inc., the Assignee. During the time between the filing of the provisional application and the filing of the above-referenced continuation-in-part application, Co-Inventor Nguyen's employment with Kimberly-Clark Worldwide, Inc. was terminated.
5. During the first week of November, 2003, I again made contact with Messrs. Lonsky and Sartain about obtaining their signatures on the paperwork for the continuation-in-part application. I forwarded the documents first to Mr. Sartain who was located in Jenks, Oklahoma. On or about the week of November 10, 2003 I spoke with Mr. Nguyen by telephone to make arrangements to meet with him for reviewing the application and signing the paperwork. I wanted to meet with Mr. Nguyen personally because of security issues since he was no longer employed by Kimberly-Clark Worldwide, Inc. Mr. Nguyen gave me an alternate phone number to try if I was unable to reach him at his home number, and I interpreted his demeanor during the time of this conversation to indicate that he was willing to consider signing the Declaration and Assignment documents when they were returned to me by Co-Inventor Sartain.
6. On November 17, 2003 I again made two telephone calls to Mr. Nguyen at his home and left him a voice mail indicating that the paperwork was now ready for his signature and that I would like to meet with him. I didn't receive a response and left a message for Mr. Nguyen at the alternate phone number he provided.
7. On November 19, 2003 at about 3:10 p.m., Mr. Nguyen called my office and related to me that he had reconsidered and would not meet with me to review the application or sign the Assignment or Combined Declaration and Power of Attorney documents after all. He indicated that he was going to leave later that day for an extended visit to his family in Minnesota. Mr. Nguyen also stated the reason for his refusal to sign the documents was that his employment with Kimberly-Clark Worldwide, Inc. was terminated and he felt that he did not have any obligation to work with Kimberly-Clark Worldwide, Inc. in obtaining a patent. After our telephone conversation, I did not forward Mr. Nguyen a copy of the application, drawings, and declaration papers since Mr. Nguyen had made it clear to me that he was not going to review the application or sign the documents and he would be

unreachable for an unknown time. His demeanor at the time of the November 19 telephone conversation indicated to me that there was nothing that would change his mind about his refusal to review the application or sign the paperwork.

8. On December 4, 2003 at 3:15 p.m., I received a telephone call from Mr. Nguyen indicating that he had considered the matter further and would sign the papers only if he received what he considered fair additional compensation. His request was deemed unacceptable and refused by management of Kimberly-Clark Worldwide, Inc. The application was then filed on December 5, 2003 with a Petition For Filing By Other Than All The Inventors.
9. After receipt of the Decision Refusing Status mailed March 18, 2004, I again attempted to contact Mr. Nguyen. On April 14, 2004, I forwarded to him via certified mail a letter containing a copy of the application as filed and an Assignment and Combined Declaration and Power of Attorney for his signature. Mr. Nguyen received the materials on April 20, 2004. A copy of the letter sent to Mr. Nguyen and the card indicating his receipt thereof are attached.
10. On May 7, 2004 at 10:47 a.m., Mr. Nguyen called me and again reiterated his position that he would not sign the Declaration and Assignment documents without additional compensation by Kimberly-Clark Worldwide. The request was again refused by management later on the same day. Attached is a copy of a Confidential Information and Business Ideas, Inventions and Developments Agreement signed by Mr. Nguyen on December 28, 2001, paragraph 4 of which covers Mr. Nguyen's obligations to Kimberly-Clark Worldwide, Inc. regarding business ideas, inventions and developments after his employment terminated.
11. I interpret Mr. Nguyen's conduct during my November 19, 2003 and May 7, 2004 telephone discussions with him as a clear indication that Mr. Nguyen will not sign any application papers offered to him for execution under any conditions acceptable to Kimberly-Clark Worldwide, Inc.


Judy L. Garot

Subscribed to and sworn before me this 13th day of May, 2004 at Neenah, Wisconsin.


Cheryl R. Gorges
Notary Public
Winnebago County, Wisconsin

My Commission Expires: September 11, 2005



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

8/1/03
CW

AUGUST 01, 2003

PTAS

PAC

KIMBERLY-CLARK WORLDWIDE, INC.
PATRICIA A. CHARLIER
401 NORTH LAKE STREET
NEENAH, WISCONSIN 54956



700038356

19669A (Provisional)

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/30/2003

REEL/FRAME: 013842/0006
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

LONSKY, WERNER FRANZ WILHELM

DOC DATE: 07/25/2002

ASSIGNOR:

NGUYEN, WILLIAM HUNG

DOC DATE: 07/25/2002

ASSIGNOR:

SARTAIN, KEVIN BRADLEY

DOC DATE: 07/15/2002

ASSIGNEE:

KIMBERLY-CLARK WORLDWIDE, INC.
401 NORTH LAKE STREET
NEENAH, WISCONSIN 54956

SERIAL NUMBER: 60479719
PATENT NUMBER:FILING DATE: 06/18/2003
ISSUE DATE:

013842/0006 PAGE 2

MARY BENTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

In the United States Patent and Trademark Office

Applicants:	Werner Franz Wilhelm Lonsky et al.	Docket No.:	19,669A
Serial No.:	60/479,719	Group:	Unknown
Confirmation No:	Not Yet Assigned	Examiner:	Unknown
Filed:	June 18, 2003		

For:	YELLOWING PREVENTION OF CELLULOSE-BASED CONSUMER PRODUCTS	Date:	July 30, 2003
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**Assignment – Joint Inventors
Provisional Application**

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

WHEREAS Werner Franz Wilhelm Lonsky residing at 34 Crestview Court, Appleton, WI 54915 and William Hung Nguyen residing at 2302 Southwood Drive, #6, Appleton, WI 54915 and Kevin Bradley Sartain residing at 608 E. Albuquerque Street, Broken Arrow, OK 74011 (hereinafter collectively referred to as Assignors), have made an invention and have each either (1) previously executed an application for Letters Patent of the United States of America therefor or (2) are contemporaneously executing an application for Letters Patent of the United States of America for the invention which is entitled:

YELLOWING PREVENTION OF CELLULOSE-BASED CONSUMER PRODUCTS

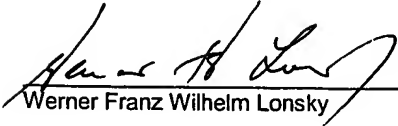
AND WHEREAS Kimberly-Clark Worldwide, Inc., a corporation of the State of Delaware, having offices at 401 North Lake Street, Neenah, Wisconsin 54956, United States of America, (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention and under said Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by the Assignee to the Assignors of the sum of One U.S. Dollar (\$1.00 U.S.) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby sell, assign and transfer to the Assignee the full and exclusive right, title and interest to said invention and in and to any and all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, continuation-in-part, divisional, renewal, substitute, re-examination, conversion or reissue thereof, including all extensions thereof, or any legal equivalent thereof in any foreign country for the full term or terms for which the same may be granted, including any and all convention rights.

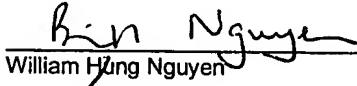
The Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

The Assignors further covenant that the Assignors will promptly provide, upon written request, Assignee with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to the Assignors and that they will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, extend and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

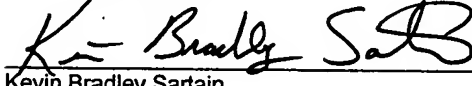
IN WITNESS WHEREOF, the Assignors have executed this document on the date indicated below:


Werner Franz Wilhelm Lonsky

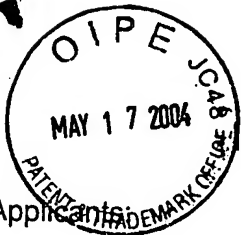
Date: July 25th, 2003


William Hung Nguyen

Date: July 25th, 2003


Kevin Bradley Sartain

Date: July 15th, 2003

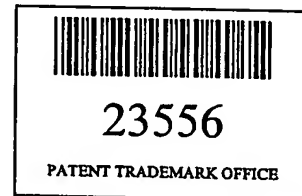


In the United States Patent and Trademark Office

Applicant: Werner Franz Wilhelm Lonsky et al. Docket No.: 19,669A
Serial No.: 60/479,719 Group: Unknown
Confirmation No: Not Yet Assigned Examiner: Unknown
Filed: June 18, 2003
For: YELLOWING PREVENTION OF CELLULOSE-BASED CONSUMER PRODUCTS Date: July 30, 2003

**Combined Declaration and Power of Attorney
Provisional U.S. Patent Application
Joint Inventors**

Mail Stop Provisional Patent Application
Commissioner For Patents
P.O. Box 1450
Alexandria, VA 22313-1450



Sir:

As the below-named inventors, we hereby declare that:

Our respective residence addresses, post office addresses and citizenship designations are as stated below, next to our names.

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought in the patent application entitled:

YELLOWING PREVENTION OF CELLULOSE-BASED CONSUMER PRODUCTS

the specification of which was filed June 18, 2003 and assigned U.S.S.N. 60/479,719.

We hereby state that each of us has reviewed and understands the contents of the above-identified specification, including any claims and accompanying drawings, as amended by any amendment specifically referred to in the oath or declaration

We acknowledge our duty to disclose all information which is material to the patentability of this application as defined by 37 C.F.R. 1.56.

As the named inventors, we hereby appoint the attorneys and/or agents associated with Customer Number 23556 to prosecute this application and transact all business in the U.S. Patent and Trademark Office connected therewith.

We direct that all correspondence be addressed to the correspondence address associated with Customer Number 23556.

Our representative may be reached at: (920) 721-7671.

We hereby declare that:

1. All statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and
2. These statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application or any patent issued thereon.

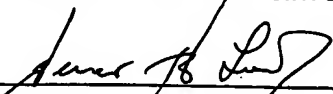
First Named Inventor's Full Name:

Werner Franz Wilhelm Lonsky

First Named Inventor's Signature:

Date of Execution of this Document by First Named Inventor:

First Named Inventor's Country of Citizenship:



Date: July 25, 2003

United States of America

34 Crestview Court

Appleton, WI 54915

Same as Residence Address

First Named Inventor's Residence Address:

First Named Inventor's Post Office Address:

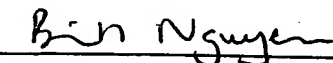
Second Named Inventor's Full Name:

William Hung Nguyen

Second Named Inventor's Signature:

Date of Execution of this Document by Second Named Inventor:

Second Named Inventor's Country of Citizenship:



Date: July 25, 2003

United States of America

2302 Southwood Drive, #6

Appleton, WI 54915

Same as Residence Address

Second Named Inventor's Residence Address:

Second Named Inventor's Post Office Address:

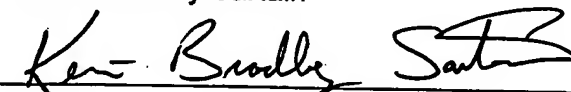
Third Named Inventor's Full Name:

Kevin Bradley Sartain

Third Named Inventor's Signature:

Date of Execution of this Document by Third Named Inventor:

Third Named Inventor's Country of Citizenship:



Date: July 15th, 2003

United States of America

608 E. Albuquerque Street

Broken Arrow, OK 74011

Same as Residence Address

Third Named Inventor's Residence Address:

Third Named Inventor's Post Office Address:



April 14, 2004

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. William H. Nguyen
2302 Southwood Drive, #6
Appleton, WI 54915

Re: K-C Docket 18,693.1

Dear Bill:

We filed a continuation-in-part patent application on December 5, 2003. You and I had several discussions during that time period regarding your reviewing the application and signing the paperwork for the Assignment and Combined Declaration and Power of Attorney documents. You indicated to me during our conversations that you would not join in the filing of this application for personal reasons.

Attached is a copy of that application as filed, along with the two documents that require signatures by the inventors. I am asking once again that you review the application and sign the two enclosed documents and return them to me in the self-addressed and stamped envelope enclosed. If you still do not wish to sign the documents, please return them to me unsigned in the enclosed envelope along with a note signed and dated by you to the effect that you will not sign. I have enclosed \$1.00 as your compensation for signing the Assignment.

Please feel free to call me at (920) 721-2434 with any questions. I will be out of the office on April 15th and 16th but expect to return on the 19th.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Judy L. Garot".

Judy L. Garot

Attachments

/jg

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. William H. Nguyen
~~2302 Southwood Dr., #6~~
Appleton, WI 54915
1801 W. Pershing #615
54914

2. Article Number

(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Bin Nguyen ☐ Agent ☐ Addressee

B. Received by (Printed Name)

BILL NGUYEN

C. Date of Delivery

4-20-04

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7003 2260 0001 7230 9079

By this Agreement you are agreeing that you will transfer to the Corporation all rights you may have or acquire in inventions and discoveries, that you will protect the Corporation's trade secrets and that you will keep information confidential. If you have questions about your obligations or rights, you should seek independent legal advice.

**CONFIDENTIAL INFORMATION AND BUSINESS IDEAS,
INVENTIONS AND DEVELOPMENTS AGREEMENT**

As a condition to my employment and continuing employment with Kimberly-Clark Corporation ("the Corporation"), I agree that:

1. Trade secrets and confidential information about the Corporation's business which may be disclosed to me or of which I may learn in the course of my employment are not to be disclosed; one of my important duties as an employee, and even after my employment terminates is to use my best efforts to safeguard the Corporation's trade secrets and to keep information about the Corporation confidential. I will not disclose any of the Corporation's trade secrets or any confidential information about the Corporation until I have express authorization to do so. I will assume any particular information about the Corporation's business is confidential until I am informed it is not or until it has been published or is generally or publicly known outside the Corporation or (in the case of information about processes, procedures, machinery and equipment) until it has been recognized as standard practice outside the Corporation.

2. The term "Business Ideas" as used in this Agreement means all ideas, inventions, data and developments, whether or not patentable, which I originate or develop except those which are unrelated to the Corporation's business, which are not originated or developed during my working hours, and for which the Corporation does not furnish materials, labor, facilities, information or other assistance.

The Corporation will own all rights in all Business Ideas which I originate or develop

either alone or working with others while I am employed by the Corporation.

3. While I am employed by the Corporation:

3.1 I will assign to the Corporation all Business Ideas and promptly execute all documents which the Corporation may reasonably require to perfect its patent and other rights to such Business Ideas throughout the world.

3.2 I will promptly disclose to the Corporation all information concerning all business ideas, inventions, data and developments, whether or not originated or developed by me, which comes to my attention and which concerns the Corporation's business.

4. After my employment with the Corporation terminates, I will promptly disclose to the Corporation all Business Ideas relating to matters with which I came in contact during my employment, provided that such Business Ideas originated or were developed during my employment or during the six months immediately following termination of my employment. I will promptly assign to the Corporation all such Business Ideas and promptly execute all documents which the Corporation may reasonably require to perfect its patent and other rights to such Business Ideas in countries where the Corporation shall have previously filed one or more patent applications.

Nothing in this Agreement will prevent me, after my employment terminates, from using skills and knowledge of a general nature gained while I am employed by the Corporation.

This Agreement becomes effective on the date inserted below and will govern the relationship between the Corporation and me from this date forward; any previous agreement I may have signed will continue to govern the relationship between the Corporation and me until the date inserted below.

Signed at Kimberly Clark, this 28th day of December, 18 2001

Witness: Patricia Samolinski Bin Nguyen (Employee)

The Confidential Information and Business Ideas, Inventions and Developments Agreement form (KC-92E) which you are asked as a new employee to sign is intended to protect Kimberly-Clark confidential information and trade secrets.

We remind you that, if you were employed before coming to Kimberly-Clark you may have signed a similar agreement with your former employer. But whether you signed such an agreement or not, you must not disclose to Kimberly-Clark or use in your work with Kimberly-Clark confidential information and trade secrets pertaining to or owned by a former employer.

We are sure you will want to respect this obligation and assure you that Kimberly-Clark, as your new employer, will cooperate with you in doing so.

12/28/01
Date

Bin Nguyen
Employee Signature

Patricia Samolinski
Manager Signature